

DEPARTMENT OF CORRECTIONS
Request for Quotation
Janitorial Services
(Revised 11/15/07)



THIS IS NOT AN ORDER

VENDOR SEND QUOTE TO:

Department of Corrections
Attn: **Lauri Shenefelt**
1717 W. Broadway
Spokane, WA 99201

Quotation due by: **Date/time 9-18-09 by 5:00 PM pst**
Late submissions will not be considered.

Contract Administrator: Lauri Shenefelt

Phone: 509-324-8386
Internet: ldshenefelt@doc1.wa.gov
Fax: 509-568-3136

F.O.B. Agency Location:
Dept. of Corrections
325 N. Chelan, Suite A
Wenatchee, Wa. 98807

CONTRACT QUOTE FOR JANITORIAL SERVICES FOR AGENCY LOCATION NOTED ABOVE:

PRICE QUOTE – JANITORIAL SERVICES \$ _____ /PER MONTH

CONTRACT PERIOD: _____ THROUGH _____ OR AS DETERMINED BY THE
DEPARTMENT OF CORRECTIONS (DOC).

SERVICES TO BE PERFORMED ACCORDING TO THE ATTACHED SPECIFICATIONS, AND RFQ
BOOKLET (Section I - Version 6/2/2003; Section II – Version 6/2/2003; and Section III - Version
7/31/2006)

PAYMENT TERMS: NET 30 _____ 1%-30 _____ 2%-30 _____ OTHER _____
Bidders are encouraged to offer a discount for prompt payment of invoice which will be utilized in
determining lowest responsive/responsible bidder. To be considered in the Department of Corrections'
(DOC) evaluation, term discounts must be thirty (30) calendar days. If no discount is indicated, DOC will
evaluate payment terms as net 30 days.

BIDDER'S COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

NAME: _____

PRINT OR TYPE NAME

AUTHORIZED SIGNATURE: _____

MUST BE SIGNED IN INK OR BID WILL BE REJECTED

Award

A contract will be awarded to the responsible firm/individual offering the lowest responsive quotation, based on the criteria of RCW 43.19.1911 and WAC 236-48-093 and the terms and conditions stated herein. DOC reserves the right to reject any or all quotations and to waive informalities and minor irregularities in quotes received.

Bid results will not be provided by telephone. Those bidders desiring bid results should attach a self-addressed, stamped envelope with quote response. Results of bid will be mailed immediately after award. Additional information may be obtained by reviewing the file after award.

Your quote must include responses to the following attachments:

- D – SITE VISIT
- E – MANDATORY BIDDER INFORMATION
- F – CERTIFICATIONS AND ASSURANCES
- J – REFERENCES
- K – PREVAILING WAGE REQUIREMENTS/BREAKDOWN OF MONTHLY PRICING QUOTE

FAILURE TO RETURN ATTACHMENTS D, E, F, J, AND K WITH THE QUOTATION SHEET WILL RESULT IN REJECTION OF QUOTATION AS NON-RESPONSIVE.

Attachment A

LIST OF ATTACHMENTS

- * A – LIST OF ATTACHMENTS
- * B – JANITORIAL SERVICE WORK CALENDAR SPECIFICATION SHEETS
- * C – MANDATORY REQUIREMENTS/SPECIFICATIONS
- ** D – SITE VISIT
- ** E – MANDATORY BIDDER INFORMATION
- ** F – CERTIFICATIONS AND ASSURANCES
- * G – SPECIAL TERMS AND CONDITIONS
- * H – RFQ BOOKLET
- * I – PREVAILING MINIMUM HOURLY WAGE RATES
- ** J – REFERENCES
- ** K – PREVAILING WAGE REQUIREMENTS/BREAKDOWN OF MONTHLY PRICING QUOTE

NOTE:

- * ATTACHMENTS A, B, C, G, H, AND I, DO NOT NEED TO BE RETURNED WITH THE QUOTATION SHEET.
- ** ATTACHMENTS D, E, F, J, AND K MUST BE RETURNED WITH THE QUOTATION SHEET. FAILURE TO RETURN ATTACHMENTS D, E, F, J, AND K WILL RESULT IN REJECTION OF THE QUOTATION AS A NON-RESPONSIVE BID.

Attachment B

JANITORIAL SERVICE WORK CALENDAR SPECIFICATION SHEETS

Attachment C

MANDATORY REQUIREMENTS/SPECIFICATIONS

1. MANDATORY REQUIREMENTS/SPECIFICATIONS

The Department of Corrections (DOC) is initiating this Request for Quotation (RFQ) to solicit responses from individuals or organizations interested in providing janitorial services at the DOC locations listed on Attachment C, 1.1.

1.1 JOB SITE:

AGENCY LOCATION: Dept. of Corrections
325 N. Chelan, Ste A
Wenatchee, WA 98807

AGENCY SITE COORDINATOR: Kristin Humble

TELEPHONE NUMBER: 509- 663-9712

FAX NUMBER: 509-568-3136

1.2 BILLING ADDRESS IF DIFFERENT THAN ABOVE:

Department of Corrections
P.O. Box 41107
Olympia, WA 98504

1.3 TOTAL SQUARE FEET OF THIS FACILITY: **4517 SQUARE FEET** (OBTAINED FROM AGENCY LEASE AGREEMENT)

1.4 EQUIPMENT AND SUPPLIES

- 1.4.1 Unless otherwise specified herein, the facility shall supply soap, toilet tissue, paper towels, plastic liners/bags, light bulbs, fluorescent tubes and starters. The Contractor shall make arrangements to secure the supplies furnished by the facility. No supplies furnished by the facility will be removed from the premises of the facility.
- 1.4.2 The Contractor shall supply all necessary tools, equipment, waxes, strippers, cleaners, brooms, mops, buckets, buffers and all other tools and supplies not stated herein as being supplied by the facility. Material shall be first quality, shall give good service, and shall give results satisfactory to the facility.
- 1.4.3 The Contractor shall at all times consider the use of and provide the most environmentally preferable products and services available. This should include but not be limited to: Energy Star designated devices, locally manufactured material, high recycle content products, products with an end of life reclaim/recycle option, and Green Seal certified cleaning products, etc.

1.5 HOURS OF WORK

Building maintenance services, except outside work and work done on Saturdays, Sundays, and Holidays, shall be performed to completion between the hours of 5 p.m. and 8 a.m., unless otherwise specified herein. If services are scheduled for state holidays, they will be performed the following night. Services shall not be performed in office areas during office hours except by permission of the Department. On request, a responsible representative of the Contractor shall be available during office hours for joint inspection of the premises, consultation, and/or receipt of instructions.

1.6 RESPONSIBILITIES

- 1.6.1 **Agency Responsibilities:** DOC will reproduce a copy of the Building Maintenance Specification Sheets and post in a conspicuous location for the benefit of both DOC Employees and Contractor. A Contractor Evaluation Form will accompany the Specification Sheets after award is made. This form will be used to evaluate the Contractor's performance at least monthly. All discrepancies will be documented and provided to the Contractor immediately. When it appears that performance is not improving, all documentation recording non-performance will be forwarded through appropriate agency channels to Contract Administrator for action. The first step is to place the Contractor on a 6 month probationary period. If, during this period, performance does not improve, the second step is to terminate the contract for breach.
- 1.6.2 **Contractor Responsibilities:** Contractor must adhere to the Janitorial Specification schedule as quoted; but, with written concurrence of responsible agency personnel, may alter the performance schedule as long as the required performances are maintained.
- 1.6.3 **Contractor/Subcontractor Personnel:** As a prerequisite for access to the Facility, all persons employed by the Contractor or Subcontractors directly performing or responsible for janitorial services within the Facility are required to successfully pass a criminal history check. The criminal history check is conducted by DOC or may be conducted by the Washington State Patrol through fingerprint identification. Should the criminal history check of the Contractor's/Subcontractor's employee(s) show prior convictions, approval of the Secretary of the Department or his/her designee must be obtained in writing prior to continued access by Contractor's/Subcontractor's employee(s) to the Facility.
- 1.6.4 **Building Security:** The Contractor shall be responsible for all costs associated with the loss of keys to the facility by Contractor's or Subcontractor's staff. This includes the replacement of all locks and keys within the facility (including all labor costs) at the option of the Department.

1.7 QUALIFICATIONS OF BIDDERS

Quotations are considered only from responsible firms/individuals currently or recently engaged in the performing janitorial services comparable to those being quoted. Bidders must, upon request by the Contract Administrator promptly furnish satisfactory evidence of their experience, organization, personnel staffing, equipment, and supply sources available to show their ability to perform the contract. Contractor employees working in a DOC facility are required to obtain security clearance through DOC prior to beginning work.

1.8 EXAMINATION OF THE BUILDING

Prospective bidders shall examine the building(s) thoroughly before submitting quotations. It is the responsibility of the bidder to verify the number of units, floor area, etc., necessary to develop his/her cost estimates for the bid. As evidence of conducting a pre-quote examination of the building, the bidder must obtain the signature of the Department's Site Visit Coordinator or his/her designee, see Attachment D. Failure to conduct an examination of the building(s) and/or obtain the signature of the Site Visit Coordinator is cause for rejection of quotation.

1.9 PREVAILING WAGE REQUIREMENT

This quotation is subject to prevailing wage requirements as noted in Attachment G, Sections 17.

Attachment D

SITE VISIT REQUIREMENT

Site visit: A site visit is mandatory as part of the specifications. Bidders **must** inspect the site where janitorial services are to take place to obtain a full understanding of requirements and scope of work outlined in Attachment "C". The date of the site visit is arranged by DOC for one day only so as not to interfere with operations.

Note: Persons arriving late for the site visit are not allowed to attend.

Site Visit: Date:	September 11, 2009
Site Visit Time:	10:00 am pst
Site Visit Location:	Dept. of Corrections 325 N. Chelan, Ste. A Wenatchee, Wa 98807
Site Point of Contact:	Kristin Humble
Site Telephone Number:	509-663-9712

***FAILURE TO ATTEND THE SITE VISIT WILL RESULT IN REJECTION OF THE QUOTATION.**

***THE SITE POINT OF CONTACT WILL SIGN AND DATE THIS DOCUMENT AFTER THE COMPLETION OF THE SITE VISIT. HOWEVER, IF THE BIDDER, GOES TO THE SITE AND CHOOSES NOT TO COMPLETE THE SITE VISIT, THE POINT OF CONTACT WILL NOT SIGN THIS DOCUMENT AND THE QUOTATION WILL BE REJECTED.**

SIGNATURE _____ DATE _____

Bidders are to return this page with quotation.

Attachment E

MANDATORY BIDDER INFORMATION

Bidder must supply the following information:

Bidder Contact Person:

Telephone Number: (_____)_____

Facsimile Number: (_____)_____

Email Address: _____

Please provide a toll-free telephone number or one which may be called collect regarding your quote:

(_____)_____

Please provide your Federal tax identification number (T.I.N.) from IRS Form W-9. T.I.N. is required on all invoices. Indicate T.I.N. below:

TIN#_____

Bidders are to return this page with quotation.

Attachment F

CERTIFICATIONS AND ASSURANCES

CERTIFICATIONS AND ASSURANCES: I/we make the following certifications and assurances as a required element of the quotation to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

- a. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single quote.
- b. The attached quote is a firm offer for a period of 90 days following receipt, and it may be accepted by the Department of Corrections (DOC) without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90 day period.
- c. In preparing this quotation I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this quotation, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his her immediate family have any financial interest in the outcome of this quotation. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
- d. I/we understand that the DOC will not reimburse me/us for any costs incurred in the preparation of this quotation. All quotations become the property of DOC, and I/we claim no proprietary right to the ideas, writings, items, or samples.
- e. I/we understand that any contract(s) awarded as a result of the Request for Quotation (RFQ) will incorporate Terms and Conditions substantially similar to those incorporated into the RFQ as Attachments G and H. I/we certify that I/we will comply with these or substantially similar Terms and Conditions if selected as a contractor.
- f. I/we understand that any person(s) selected as contractor(s) will be required to comply with DOC's Nondiscrimination Plan and the federal and state laws on which it is based. (See the III. Standard Terms and Conditions, Attachment H for a summary of the Plan's requirements). I/we will, if requested by DOC, submit information about the nondiscrimination and affirmative action policies and plans of this organization in advance of or after the contract award.

SIGNATURE

DATE

PRINT NAME

TITLE

Bidders are to return this page with quotation.

Attachment G

DEPARTMENT OF CORRECTIONS SPECIAL TERMS & CONDITIONS (ST&C)

1. INTERPRETATION

Should any discrepancies or omissions be found in the Request for Quotation (RFQ) specifications, or doubt as to their meaning, bidder shall at once notify the Contract Administrator in writing. The Contract Administrator (see cover sheet) will send written instructions or addenda as required to all interested parties. The Department of Corrections (DOC) shall not be held responsible for oral interpretations. Questions received less than seventy-two (72) hours before quotation due date cannot be answered. All addenda issued shall be incorporated into the contract.

2. QUOTATION/PERFORMANCE BONDS

Unless otherwise stated herein, quotation/performance bonds are not required.

3. INTERNET BIDDERS

If you received a copy of this bid through the Internet, please note that the system is designed to keep track of businesses that have received a specific document. Therefore, it is also the bidder's responsibility to check the Internet page for amendment, or modifications prior to submitting a bid or proposal. The state accepts no liability and will provide no accommodation to bidders who fail to check for amendment and submit inadequate or incorrect responses. Bidders should be sure to check the Amendment last issued field or contact the Contract Administrator to ensure they have the most recent information.

4. ASSIGNMENT

The supplier shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title, or interest in or to the same, or to any part thereof without the previous consent in writing of the Contract Administrator. All work so assigned shall come under the provisions of the general contract and the supplier shall be held responsible for the prompt, efficient, and faithful performance of such work.

5. PAYMENTS

Contractor shall provide an original and two (2) copies of invoices. The contract number must appear on all invoices and correspondence relating to this contract. Full payment to the Contractor will be made only after work is satisfactorily performed. All payments to the Contractor shall be sent by mail. DOC headquarters does not pay for any services provided for herein. The facility for whom services are provided is responsible for all payments due supplier. Should any questions arise regarding payment, Contractor should contact responsible personnel at location where services are being provided.

6. PRICE/EXTRA

The price(s) at which the contract is awarded will be the maximum allowed during the contract period. Except as otherwise provided in the contract, no payment for extras shall be made unless such extras and the price have been authorized in writing by the Contract Administrator. In giving instructions, the Department representative shall have the authority to make minor changes in the work, not involving extra cost and not inconsistent with the purposes of this RFQ. No extra work or change shall be made unless there is a written order from the Contract Administrator, and no claim for an addition to the contract sum shall be valid unless so ordered. (Unless otherwise specified herein, carpet cleaning and snow removal services are considered outside the scope of this contract and shall be separately procured by the DOC as needed.)

7. COMMUNICATIONS WITH DOC

All communications with DOC in regard to the RFQ shall be directed to the Contract Administrator listed on the cover page.

If you communicate with any other employee of DOC concerning this RFQ, DOC may disqualify you from responding to this RFQ.

8. MAILING OF QUOTATIONS

The quotation, whether mailed or hand delivered, must arrive at the Contract Administrator's address no later than the specified date on front of RFQ. Late quotations shall not be accepted and shall be disqualified from further consideration. The method of delivery shall be at bidder's sole risk to assure delivery at the designated office. DOC does not take responsibility for any problems with mail or delivery services, either within or outside of DOC. Receipt by any other office or mailroom is not equivalent to receipt by the Contract Administrator.

9. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

- a. Quotations shall become the property of DOC.
- b. All responses received shall remain confidential until the announcement of the apparent successful bidder. Thereafter, the responses shall be deemed public records as defined in RCW 42.17.250 to .340. In the event a Bidder desires to claim that portions of its response are exempt from disclosure under the provisions of RCW 42.17.250 to .340, it is incumbent upon the Bidder to identify those portions by clearly marking each page portion of each page claimed to be exempt from disclosure with the word "CONFIDENTIAL" printed on the lower right hand corner of the page. A separate cover letter must be included that identifies each page and the particular exemption claimed. An assertion by a Bidder that the entire response is exempt from disclosure will not be honored.
- c. Any request copies for RFQ materials or other DOC public records will be charged 20 cents per page, plus mailing costs. No fee will be charged for inspection of RFQ materials or DOC public records, but twenty-four (24) hours' notice is required. Request for copies of material or to arrange a time for inspection of materials should be addressed to the Contract Administrator.

10. CONTRACT EXTENSION

DOC reserves the right to extend this contract for additional contract terms or portions thereof. Contract extension shall be subject to mutual agreement. Contractor shall respond within fifteen (15) calendar days following receipt of DOC's request for extension.

11. SAFETY AND HEALTH

Accepted safe practices shall be followed in performance of the work. Unsafe practices such as the drinking of alcoholic beverages just before arriving to work or in or around state buildings/facilities will not be condoned and are grounds for immediate dismissal. After each period of cleaning and other services, the areas shall be inspected for fire hazards, electrical office machines and unnecessary lights shall be turned off, outside doors and windows closed and locked.

12. ASSESSMENT OF DAMAGE

All work is to be performed in a good workmanlike manner to the satisfaction of the DOC. If the supplier fails to perform or delays in performing the services in accordance with the specifications, and inasmuch as in such event the actual damages to DOC will be difficult or impossible to determine, the supplier agrees the monthly payment may be diminished in such amount as in the judgment of the Contract Administrator. The supplier shall compensate DOC for inconvenience resulting from the supplier's failure to perform, inadequate performance, or delay in performance.

13. MAJOR VIOLATIONS OF BUILDING SECURITY OR CONFIDENTIALITY

- 13.1. A major violation of the contract specifications, terms, and conditions dealing with building security or confidentiality could result in immediate termination of this contract.

- 13.2. Examples of a major violation are leaving a door or doors unlocked with the building unattended or failure to turn on the security system, breach of confidentiality regarding agency files, personal records, or any other agency information not intended for public disclosure, and the drinking of alcoholic beverages or being inebriated while in performance of contractual requirements.

14. DRUG-FREE WORKPLACE ACT

The contractor shall provide a comprehensive drug-free workplace program. The contractor shall:

- 14.1. Publish policy statement, specifying standards of conduct and sanctions for violations. The policy statement shall establish the standards of conduct regarding the use, possession, and distribution of alcohol and other drugs, and/or impairment as the result of such conduct; sanctions for violations of the policy; and opportunities to obtain assistance for employees with drug/alcohol problems.
- 14.2. Furnish a copy of the policy statement to each employee.
- 14.3. Establish an employee awareness program, which includes but is not limited to, an explanation of the policy statement to all employees along with information on local drug/alcohol resources.
- 14.4. Notify the appropriate federal agency when an employee is convicted for violation of criminal drug statute occurring at the work site.
- 14.5. Provide referrals of employees to recovery programs when the employee's use of alcohol or mood-altering substances has produced a dependency harmful to the employee's work performance.

15. SUPERVISION/EMPLOYEES/SUBCONTRACTING/FACILITY SECURITY

Contractor will be required to perform all work under this contract using his/her own employees carried on payroll or by subcontracting (not to exceed 50 percent of the total value of the contract) portions of the work. Contractor will be held responsible for all work performed or not performed by the subcontractor(s). While the company headquarters may be located elsewhere, the Contractor must have, in the regional area where this work is to be performed a bona fide supervisor who will continually oversee the work and will have authority to represent the supplier in dealing with the Department's representative. The name, address, and telephone number of the supervisor will be furnished to the Department's representative at the beginning of the contract period.

All persons employed by the Contractor or subcontractor directly involved with delivery of building maintenance services for the Facility and who must perform these duties/responsibilities within the confines of Facility will be required to successfully pass a criminal history check conducted by the DOC as a prerequisite for access to the Facility. The criminal history check may be conducted by the Washington State Patrol through fingerprint identification. Should the criminal history check of the Contractor's/Subcontractor's employee(s) show prior convictions, approval of the Secretary of the Department or designee must be obtained in writing prior to continued access by Contractor's/Subcontractor's employee(s) to the Facility.

Note: Contractors and subcontractors cannot work in a facility without background check clearance, to do so is a breach of the contract and may result in the immediate termination of the contract by DOC.

All employees of the Contractor or subcontractor directly involved with delivery of building maintenance services for the Facility must report any contact or relationships with any DOC offender or person under DOC supervision, per DOC Policy 850.30. Such report(s) must be made to the DOC On-site Coordinator within 72 hours of notice of contact and/or upon learning of the contact(s) or relationship(s), and will be evaluated by the DOC for approval.

Failure to comply with these requirements during the term of the contract will be considered a breach and may result in the immediate termination of the contract by the DOC.

The Contractor's/Subcontractor's employees on-site at the Facility may be issued identification cards or tags at the option of the Department. These cards or tags may include a photograph at the option of the Department. All cards or tags must be returned to the Department upon the Contractor's/Subcontractor's employee's cessation of services at Facility.

- The Contractor shall prohibit his employees/subcontractor(s) from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official state business.
- By mutual agreement between the Department representative and the supplier supervisor, or designee, appropriate action will be taken concerning employees/subcontractor(s) that disregard the contents of the foregoing paragraph, who are incompetent, careless, and/or insubordinate and do not exhibit proper dress and decorum expected in state-owned/leased property.
- The Contractor is responsible for the security of the facility during the performance of these services and shall ensure that facility entryways remain locked during his/her work hours. All doors are to be locked upon Contractor's departure from facility.
- Contractor hereby agrees that no duplicate keys will be made for any facility serviced by his/her firm and that supplier will be responsible to obtain any keys that may have been provided to employees who terminate employment with his/her firm. Contractor shall be responsible for all costs associated with the loss of keys to the facility by Contractor's or Subcontractor's staff, to include the replacement of all locks and keys within the facility (including all labor costs) at the option of the Department.
- The Contractor's/Subcontractor's employees are prohibited from having children or other individuals, who are not employees, with them at the facility during the time janitorial services are being performed.

16. AUTHORIZED DOC FACILITY(IES)

Facility(ies) location(s) on face of RFQ/contract and/or in body of contract is/are authorized to utilize this contract. Authorized facility (ies) will purchase from this contract unless a lower price is obtainable elsewhere for equal item(s) or service in similar quantity to those on contract. Any such contract purchases of equal items or service shall be documented and forwarded to the Contract Administrator and will be available for review by the Contractor.

17. PREVAILING WAGES

The contractor must submit to the Department of Labor and Industries a "Statement of Intent to Pay Prevailing Wages" and a copy of the approved intent statement must be submitted to the Department of Corrections with the invoice in order to receive the first monthly payment. Contractor must submit to the Department of Labor and Industries an "Affidavit of Wages Paid" and a copy of an approved affidavit must be submitted to the Department of Corrections at the end of the contract before they are authorized to release the last payment or any retained funds.

18. DEBRIEFING CONFERENCE

A debriefing conference **is not** available as part of this RFQ.

19. NON-SMOKING FACILITY

DOC facilities are non-smoking facilities. Contractor's/Subcontractor's may only smoke outside at DOC facilities in the designated smoking area, to do otherwise, will be considered a breach of this contract and may result in the immediate termination of the contract by the DOC.

Attachment H

STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS



Request for Quotation (RFQ) Booklet

*Section I revised 6/2/2003
Section II revised 6/2/2003
Section III revised 7/31/2006*

This booklet contains Standard Definitions, Instructions to Bidders, and Standard Terms and Conditions related to RFQs issued by the Department of Corrections.

Competitive procurement documents including Invitations for Bids (IFB), Request for Quotation (RFQ), and Request for Proposal (RFP), may include sections of this booklet by reference. This means the referenced sections apply to the procurement and to contracts resulting from the procurement process. You do not have to attach copies of the applicable sections with the RFQ you submit.

Each section will indicate its revised date. The competitive procurement document will indicate the revised date of the applicable sections. It is your responsibility to read and understand the latest revisions.

Do not dispose of this document until it is revised. Sections will be revised separately since it contains standards; you may refer to the referenced sections for every bid or proposal you submit.

Washington State Department of Corrections
Office of Administrative Services
Procurement Unit
PO Box 41107
Olympia, WA 98504-1107

I. STANDARD DEFINITIONS Revised 6/02/2003

This section contains definitions of some of the terms commonly used in our competitive procurements. Additional definitions in WAC-236-48-003

ALTERNATE

Goods or services that deviate with respect to features, performance, or use from the goods or services specified in the procurement document.

BID

A written offer to perform a contract to provide goods or services to the State in response to a Request for Quotation (RFQ).

BIDDER

A supplier who submits a bid to the State of Washington.

CONTRACT

An agreement, or mutual assent, between two or more competent parties with the elements of the agreement being offer, acceptance, and consideration.

CONTRACT ADMINISTRATOR

Department of Corrections or individual assigned to award and administer the contract.

CONTRACT DOCUMENTS

This contract/quotation includes the following terms and conditions and includes, but is not limited, to the Request for Quotation, Special Terms and Conditions, Standard Terms and Conditions, Mandatory Specifications, Published Rules and Regulations of the Department of Corrections (DOC), and the Laws of the state of Washington—all of which are hereby incorporated by reference.

CONTRACTOR/SUPPLIER

Bidder to whom the contract is awarded.

CONTRACTOR

An individual, company, corporation, firm, or combination thereof with whom the State of Washington develops a contract for the procurement of goods or services.

CONTRACTOR'S REPRESENTATIVE

An individual designated by the bidder or Contractor to act on its behalf and with the authority to legally bind the bidder or Contractor concerning the terms and conditions set forth in bid and contract documents.

- Designation: Bidder shall provide name, address, and phone number of contractor(s) representative as required in bid documents.
- Responsibility: Contractor's representative shall function as the primary point of contact, shall ensure supervision and coordination and shall take corrective action as necessary to meet contractual requirements.
- Availability: Contractor's representative, or designee, shall be available at all times during normal working hours throughout the term of the contract.

CONVENIENCE CONTRACT

A contract is established strictly to facilitate ordering without conducting repetitive solicitations. Purchasers have the option to purchase elsewhere.

EQUAL

Goods or services that meet or exceed the quality, performance, and use of the brand, model, or specifications in the procurement document.

FREE ON BOARD (FOB) DESTINATION

State accepts legal title of goods at point of delivery. Contractor determines mode of freight and accepts responsibility for payment of freight charges. Contractor accepts responsibility for processing of freight claims.

LEAD TIME

The period of time between when the contractor receives the order and the agency receives the goods.

MANDATORY CONTRACT

A contract which state agencies, excluding colleges and universities, must use for the purchase of goods or services specified in the contract; colleges and universities who choose to purchase under RCW 28B.10.029 are not required to use this contract. They may use this contract at their convenience. State agencies do not have to use the contract if:

- Purchases are made under RCW 43.19.190(2).
- RCW 43.19.190(2). OSP has authorized agencies to purchase goods or services on state contract from non-contract suppliers, Per Section 3, Paragraph 39.
- The minimum order quantity specified in the contract exceeds the agency's needs.
- The contractor cannot deliver required goods or services in time to meet agency needs.

NONPROFIT CORPORATIONS

An organization meeting all of the following qualifications:

- Registration with the Secretary of State in the State of Washington as a Nonprofit Corporation;
- Has Federal Tax Status as a 501(C) 3 Nonprofit Corporation;
- Is receiving a portion of its funding directly from public agencies, either Federal, State of Washington, or Political Subdivisions of the State of Washington.

POLITICAL SUBDIVISION

Any unit of local government within the states of Washington and/or Oregon that receives state funds; e.g. cities, counties, school districts, special purpose districts, local service districts, is a member of the states' purchasing co-op, and is authorized to purchase from state contracts by inter local agreements. For the state of Oregon, the term "political subdivision" includes nonprofit corporations and Institutions of higher education (e.g. Colleges and Universities, Community and Technical Colleges)

PURCHASER

Unless otherwise restricted by the Invitation for bid, includes all members of the State of Washington State Purchasing Cooperative (WSPC) and/or State of Oregon Cooperative Purchasing Program (DASCPP/ORCPP) including where applicable: State agencies, Political subdivisions of Washington or Oregon states, Qualified Non-profit Corporations, Institutions of higher education (e.g. College and Universities, Community and Technical Colleges) who choose not to purchase independently under RCW 23.B.10.029.

QUOTATION

An offer to provide goods/services to DOC in response to a formal solicitation.

RECOVERED MATERIAL CONTENT PRODUCTS

Post Consumer Waste is: Paper, paperboard, and fibrous wastes from buildings such as retail stores, office buildings, (and) homes, after the wastes have passed through their end-usage, as a consumer item, including: used corrugated boxes, old newspapers, old magazines, mixed waste paper, tabulating cards, and used cordage; and All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste; and; All other items containing plastics, yard waste, metals, glass, rubber, oil, or any other material that is suitable as feed stock in product manufacture, and;

Secondary Waste: including manufacturing and other wastes such as: Dry paper and paperboard waste generated after completion of the paper-making process, that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others; Wastes generated by the conversion of goods made from fibrous material, that is, waste rope from cordage manufacture, textile mill waste, and cuttings; and Fibers recovered from wastewater that otherwise would enter the waste stream.

REGULAR DEALER

A business that owns, operates, or maintains a store, warehouse, or other establishment in which the goods or services required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business.

SERVICE PROVIDER

A business that is subcontracting with a bidder to perform an essential service aspect of the contract (e.g., invoicing, training, accounting, sales, equipment maintenance, etc.), that has been determined to be a Commercially Useful Function.

STATE AGENCY

State Institutions, colleges, community colleges, technical colleges, college districts, and universities, the offices of the elective state officers, the supreme court, the court of appeals, the administrative and other departments of state government, and the offices of all appointive officers of the state.

SUPPLIER

A business that provides or furnishes goods, materials, or services.

SUBCONTRACTOR

A person or business who is providing or performing an essential aspect of the contract under the direction of the contractor.

II. STANDARD INSTRUCTIONS TO BIDDERS Revised 06/02/2003

This section contains instructions regarding the preparation and submission of bids, proposals, or quotations.

BIDDER'S RESPONSIBILITIES

Read and understand the RFQ and all attachments.

Seek clarifications if necessary.

Become familiar with, and abide by, applicable federal laws, state and local statutes, regulations, and ordinances.

Visit delivery and service locations as required. Become familiar with and verify any environmental factors that may impact current or future pricing.

QUESTIONS & INQUIRIES REGARDING RFQ

All questions related to this RFQ shall be directed to the Contract Administrator listed on the cover page. Inquiries shall be in writing and shall reference the appropriate section and paragraph number of the RFQ. Questions received less than three (3) calendar days prior to bid opening may not be considered. Only questions answered by written amendment are binding. Oral interpretations have no legal effect.

PREPARATION OF BID

Due Date and Time: Original, signed, sealed bids must be received at the specified location on or before the specified date and time.

Format: Bids shall be submitted on the forms provided in the RFQ which may be copied. Bids must be typewritten or in ink and signed in ink by the contractor's authorized representative. Incomplete or unsigned bids will be rejected with consideration of alternate action available per WAC 236-48-071. Electronically submitted bids will not be accepted.

Note: In a joint effort to save costs, reduce waste and produce energy savings, Bidders are encouraged to use double-sided printing and recyclable materials. Bidders are asked to refrain from submitting RFQ responses in 3-ring binders, spiral bindings, and/or other non-recyclable presentation folders.

Prices: Bidders shall extend unit pricing as required. In the event of an error in the extension of prices, the unit price shall prevail. Bid prices shall include all associated costs and remain firm for ninety calendar days after bid opening date. Bid prices shall not include sales tax.

Identification: Bid(s) must be submitted in a sealed envelope, addressed as shown below:

Bidders Return Address:

Department of Corrections (DOC)

Attn:

Bid Number:

Opening Date:

Contract Administrator:

WITHDRAWAL OR MODIFICATION OF BID

Prior to submittal: Bid changes or modifications shall be initialed in ink by a contractor's representative.

After submittal: At any time prior to the date and time set for opening, the bidder may, upon written request, modify or withdraw the bid.

After bid opening: No bid shall be altered or amended. The Director or designee may allow a bid to be withdrawn if the bidder demonstrates that they miscalculated bid prices. A low bidder, who claims error and fails to enter into a contract with the state, shall be prohibited from bidding on the same commodity or service if the requirement is subsequently rebid by the state. Negligence in preparing a bid does not give a bidder the right to withdraw their bid after opening.

BID OPENING

Only the name of the bidder and the time of receipt are read aloud at the time of the bid opening. The reading does not determine award of the contract. All bids submitted become the property of the State and is a matter of public record.

AWARD

A contract will be awarded to the responsible firm/individual offering the lowest responsive quotation, based on the criteria of RCW 43.19.1911 and WAC 236-48-093 and the terms and conditions stated herein. DOC reserves the right to reject any or all quotations and to waive informalities and minor irregularities in quotes received.

Upon award, notification will not be sent to all participating bidders. Bid results will not be provided by telephone. Those suppliers desiring bid results should attach a self-addressed, stamped envelope with quote response. Results of bid will be mailed immediately after award. Additional information may be obtained by reviewing the file after award.

CONTRACT FORMATION

Your bid response to the RFQ is an offer to contract with the state. A bid response becomes a contract when officially accepted in writing by the state.

PROMPT PAYMENT DISCOUNTS

Bidders are encouraged to offer a discount for prompt payment of invoice which will be utilized in determining lowest responsive/responsible quote. To be considered in the Department of Corrections (DOC) evaluation, term discounts must be thirty (30) calendar days. If no discount is indicated, DOC will evaluate payment terms as net 30 days.

Please indicate your discount proposal on the front page of the quotation document. If awarded by DOC, term discounts begins only after:

- Receipt of a properly completed invoice
- Receipt of all supplies, equipment or services ordered
- Satisfactory completion of all contractual requirements

MOST FAVORABLE TERMS

The Department reserves the right to make an award without further discussion of the Bid submitted. Therefore, the Bid should be submitted on the most favorable terms which the Bidder can propose.

The Bidder must be prepared to accept the Procurement Standard Terms and Conditions herein contained for incorporation into a contract resulting from this RFQ. The Bidder's Bid will also be incorporated into any contract resulting from this RFQ. The Bidder agrees that the Bid will become part of the official file with regard to this Invitation to Bid without obligation to the Department.

PROTESTS

Grounds for Protest

For a protest to be considered, the protest must be based on:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator; and/or
- Errors in computing the score; and/or
- Failure to follow procedures described in the procurement document.

Procedure:

Protests shall be filed and resolved in accordance with Washington Administrative Code (WAC) 236-48-141 through 143.

A protest regarding a matter which could have reasonably been known or discovered prior to award must be received prior to distribution of award information. Protests filed prior to award are to be addressed to the Contract Administrator.

A protest regarding a matter arising after the award must be received before 5:00 pm PST on the fifth (5) business day after the award information has been distributed. Protests filed after the award are to be addressed to the Purchasing Manager, Administrative Services Division.

All protests must be in writing (E-mail will be accepted).

Format and Content:

Protests shall include:

- Information about the protesting bidder such as name of firm, mailing address, phone number and name of individual responsible for submission of the protest. The protest letter must be submitted by an authorized agent of the vendor.
- The facts and arguments that are relied on as the basis for the protest
- Any relevant exhibits or evidence supporting the protest
- Specific reference to the grounds for the protest
- Description of the relief or corrective action requested

Review Process

Upon receipt of a protest prior to award, the State may postpone awarding the contract until the protest has been resolved. Upon receipt of a protest after award, the State may suspend implementing the contract until the protest has been resolved. Bidders agree not to institute court action until the protest has been resolved.

The State will perform an objective review of the protest. The review shall consider the protest material submitted by the protestor and all other facts known to the State.

The State will render a written decision to the bidder within ten (10) business days after receipt of the protest, unless more time is needed. The protesting bidder shall be notified if additional time is necessary.

If an award is cancelled as a result of a protest filed after the award, the State shall not be liable to the awardee for, and the awardee shall not claim against the State for any alleged (a) bid preparation

charges, (b) costs incurred to ensure that the awardees bid was responsive, (c) claims for anticipated lost profits, or (d) claims for damages.

Appeal Process

The State's decision regarding a protest received prior to award may be appealed by the protesting bidder or the bidder(s) against whom a protest is made. Such appeals are made to the Contract Administrator.

The State's decision to cancel an award as a result of a protest received after award may be appealed by the bidder whose award was cancelled. Such appeals are made to the Purchasing Manager, Administrative Services Division.

Appeals must be received before 4:00 pm on the fifth (5) business day after receipt by the bidder of the State's protest decision.

The State will render a written decision to the bidder within ten (10) business days after receipt of the appeal, unless more time is needed. The appealing bidder shall be notified if additional time is necessary.

"ALL OR NONE"

To assure compatibility and/or for efficiency and economy, award will be made on an "All-or-None" basis.

AFFIRMATIVE EFFORTS TO INCREASE MWBE'S PARTICIPATION BY

Mandatory Efforts Bidders/Proposers shall provide MWBE's that express interest with adequate and timely information about plans, specifications, and requirements of the Contract.

Voluntary Efforts Bidders/Proposers/Contractors are encouraged to:

- Break down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by MWBE's and other small businesses.
- Establish delivery schedules, where the requirements of this contract permit, that encourage participation by MWBE's and other small businesses.
- Reduce bonding requirements where practicable.
- Utilize the services of available minority community organizations, minority contractor groups, local minority assistance offices and organizations that provide assistance in the recruitment and placement of MWBE's and other small businesses.
- Advertise for subcontractors or suppliers in a manner reasonably designed to provide MWBE's capable of performing the work with timely notice of such opportunities. All advertisements should include a provision encouraging participation by MWBE firms. Advertising may be done through general advertisements or by soliciting bids/proposals directly from MWBE's.

The actions described in this section should supplement efforts to provide information to all qualified firms, and nothing in this section is intended to prevent or discourage the Bidders/Proposers/Contractors from inviting bids or proposals for participation from non-MWBE firms as well as MWBE firms.

III. STANDARD TERMS AND CONDITIONS (T's & C's) Revised 07/31/2006

The terms and conditions in this section apply to all invitations to bid and requests for proposals and requests for quotations except as noted.

ENTIRE AGREEMENT

This document, including all amendment and subsequently issued change notices, comprises the entire agreement between the State Of Washington and the Contractor and shall be governed by the laws of the State Of Washington incorporated herein by reference. The venue for legal action shall be the Superior Court for the State Of Washington, County of Thurston. The state reserves the right to reject bids that propose alternate or additional terms and conditions.

CONFLICT AND SEVERABILITY

Conflict: In the event of conflict between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the state maximum benefits.

Severability: Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document.

ANTITRUST

The state maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, the Contractor hereby assigns to the state any and all claims for such overcharges except overcharges which result from antitrust violations commencing after the price is established under this contract and which are not passed on to the state under an escalation clause.

NONDISCRIMINATION

Employment: Acceptance of this contract binds the Contractor to the Terms and Conditions of Section 601, Title VI, Civil Rights Act of 1964, as may be amended: In that "No person in the United States shall, on the grounds of race, color, national origin, sex, or age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." Unless exempted by Presidential Executive Order #11246, as may be amended or replaced and applicable regulations there under, Contractor shall not discriminate against any employee or applicant for employment.

Contracting: Contractors, Bidders, and Proposers shall not create barriers to open and fair opportunities for all businesses including MWBE's to participate in all State contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, or the presence of any mental, or physical disability in an otherwise qualified disabled person.

WORKERS RIGHT TO KNOW

Recently passed "right to know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-62-054 requires among other things that all manufacturers/distributors of hazardous substances, including any of the items listed on this IFB, RFQ, or contract bid and subsequent award, must include with each delivery completed Material

Safety Data Sheets (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with:

- The identity of the hazardous material,
- Appropriate hazardous warnings, and
- Name and address of the chemical manufacturer, importer, or other responsible party.

Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment-pending receipt of a legible copy of the MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.

GIFTS AND GRATUITIES

In accordance with RCW 43.19.1937 and 1939 and RCW 42.52.150 and 160, it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with state business practices to another to refrain from submitting a proposal. Further RCW 43.19.1937 and the Ethics in Public Service Law, Chapter 42.52 RCW prohibits state officers or employees from receiving, accepting, taking or seeking gifts (except as permitted by RCW 42.52.150) if the officer or employee participates in contractual matters relating to the purchase of goods or services.

RIGHTS AND REMEDIES

In the event of any claim for default or breach of contract, no provision in this document or in the bidder's offer shall be construed, expressly or by implication, as a waiver by the state of any existing or future right and/or remedy available by law. Failure of the state to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract or by law, or the acceptance of (or payment for) materials, equipment or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the state to insist upon the strict performance of the contract.

SAVE HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify, defend, and save harmless the state, agencies of the state, and all officers and employees of the state, from and against any and all claims for injuries or death, including claims by Contractor's employees, or for damages arising out of, resulting from, or incident to Contractor's performance or failure to perform the contract, or for patent, trademark, copyright, or franchise infringement arising from the purchase, installation, or use of goods and services ordered. Contractor's obligation to indemnify, defend and save harmless shall not be eliminated or reduced by any alleged concurrent negligence of the state or its agencies, employees, and officers. Contractor waives its immunity under Title 51 RCW to the extent required to indemnify, defend, and save harmless the state and its agencies, officers, or employees.

PERSONAL LIABILITY

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Washington be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

SUPERVISION AND COORDINATION

Contractor shall:

- Competently and efficiently, supervise and direct the implementation and completion of all contract requirements specified herein.
- Designate in its bid to the state, a representative(s) with the authority to legally commit Contractor's firm. All communications given or received from the Contractor's representative shall be binding on the Contractor.

- Promote and offer to Purchasers only those materials, equipment, and/or services as stated herein and allowed for by contractual requirements. Violation of this condition will be grounds for contract termination.

ADVERTISING

Contractor shall not advertise or publish information concerning this contract in any form or media without prior written consent from the Contract Administrator.

SUBCONTRACTS/ASSIGNMENT

Contractor shall not subcontract or assign its obligations under this contract without the prior written consent of the Contract Administrator. The Contractor shall be responsible to ensure that all requirements of the contract shall flow down to any and all subcontractors.

TAXES, FEES AND LICENSES

Taxes: Where required by state statute or regulation, contractor shall pay for and maintain in current status and all taxes that are necessary for contract performance. Unless otherwise indicated, the purchaser agrees to pay State of Washington sales or use taxes on all applicable consumer services and materials purchased. No charge by contractor shall be made for federal excise taxes and the purchaser agrees to furnish contractor with an exemption certificate where appropriate. Sales tax shall not be included in bid pricing submitted.

Collection of Retail Sales Tax: In state suppliers: In general, in state suppliers engaged in retail sales activities within Washington State are required to collect and remit sales tax to Department of Revenue.

Out-of-state suppliers: In general, out-of-state suppliers must collect and remit "use tax" to Department of Revenue if the activity carried on by the seller in Washington State is significantly associated with supplier's ability to establish or maintain a market for its products in Washington State. Examples of such activity include where the supplier either directly or by an agent or other representative:

- Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business; or
- Maintains an in-state inventory or stock of goods for sale; or
- Regularly solicits orders from customers located within state via sales representatives entering the state; or
- Sends other staff into the state (e.g. product safety engineers, etc.) to interact with customers in an attempt to establish or maintain market(s); or
- Other factors identified in WAC chapter 458-20.

Out-of-state suppliers meeting one of the above criteria must register and establish an account with the Department of Revenue (DOR). Refer to WAC 458-20-193 (7 through 9) or call Department of Revenue at (800) 647-7706. When out-of-state suppliers are not required to collect and remit "use tax", the agency is responsible for paying this tax, if applicable, directly to DOR.

Fees/Licenses: Prior to bid opening the Contractor shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance. It is the contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this contract.

Customs/Brokerage Fees: To be considered responsive, a bid must include ALL customs duties, brokerage or import fees where applicable. Contractor shall take all-necessary actions to ensure that materials or equipment purchased are expedited through customs. Failure to do so may subject contractor to liquidated damages as identified in this document and/or to other administrative actions considered appropriate.

Supplier is to calculate and enter the appropriate Washington State and local sales tax on the invoice. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

Orders for tangible personal property which become a component part of ferry vessels of the State of Washington or local government units in the State of Washington are exempt from use tax under RCW 82.12.0279.

WARRANTIES

- Product: Contractor warrants that all materials, equipment, and/or services provided under this contract shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by the state shall not alter or affect the obligations of the Contractor or the rights of the state.
- Price: Contractor warrants that prices of materials, equipment, and services set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities.
- Date Compliance: Contractor warrants fault free performance in the processing of date and date related data including, but not limited to calculation, comparing, and sequencing by all Equipment and Software provided pursuant to this Contract, individually and in combination, when used in accordance with the product documentation provided by the Contractor. Fault free performance shall include the manipulation of this data when dates are in the 20th or 21st centuries and shall be transparent to the user.

LIENS, CLAIMS AND ENCUMBRANCES

All materials, equipment, or services shall be free of all liens, claims, or encumbrances of any kind and if the state requests, a formal release of same shall be delivered to the state.

DELIVERY

- Time: Delivery must be made during normal work hours and within time frames proposed by Bidder herein and subsequently accepted by the state. Failure to comply may subject Contractor to non-delivery assessment charges and/or liquidated damages as appropriate. The state reserves the right to refuse shipment when delivered after normal working hours. Contractor shall verify specific working hours of individual agencies and so instruct carrier(s) to deliver accordingly. The acceptance by the purchaser of late performance with or without objection or reservation by the purchaser shall not waive the right to claim damage for such breach, nor preclude the purchaser from pursuing any other remedy provided herein, including termination, nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor.
- Terms: Unless otherwise specified, all goods are to be shipped FOB Destination freight prepaid and included. Where specific authorization is granted to ship goods FOB shipping point, Contractor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier. Each invoice for shipping charges shall contain the original or a copy of the freight bill indicating that the payment for shipping has been made. The purchaser reserves the right to refuse COD shipments.
- Location: All deliveries are to be made to the applicable delivery location in accordance with Interstate Commerce Commission rules or as indicated in purchase order. When applicable, Contractor shall take necessary actions to safeguard items during inclement weather.
- Unauthorized: In no case shall Contractor initiate performance prior to receipt of written or verbal authorization from authorized purchasers. Expenses incurred otherwise shall be borne solely by the Contractor.

INSPECTION AND REJECTION

The Purchaser's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final acceptance, or as acceptance of the materials or equipment, if materials or equipment does not conform to contractual requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the Purchaser

will promptly notify the Contractor thereof. Without limiting any other rights, the Purchaser and/or the state at its option, may require the Contractor to:

- Repair or replace, at Contractor's expense, any or all of the damaged goods, or
- Refund the price of any or all of the damaged goods, or
- Accept the return of any or all of the damaged goods.

TITLE AND RISK OF LOSS

Regardless of FOB point, Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery and acceptance. Such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

PERFORMANCE

Acceptance by the purchaser of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.

IDENTIFICATION

All invoices, packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written documents affecting this contract shall be identified by the applicable purchase order or field order number. Packing lists shall be enclosed with each shipment, indicating the contents therein.

CHARGES FOR HANDLING

No charges will be allowed for handling that includes but is not limited to packing, wrapping, bags, containers, or reels, unless otherwise stated herein.

INVOICING

Contractor shall provide an original and two (2) copies of invoices. Each invoice shall be submitted as required by the contract and shall reference the contract and field order or purchase order number. Invoices shall be properly annotated with applicable prompt payment discount(s).

PAYMENT

Payment will be made by the state agency or political subdivision indicated on ordering document. Any bid that requires payment in less than thirty (30) calendar days need not be considered. Qualifying prompt payment discount will be considered in determining the apparent lowest responsible and responsive bid. Invoices will not be processed for payment nor will the period of cash discount commence until receipt of a properly completed invoice and until all invoiced items are received and satisfactory performance of Contractor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Under "Chapter 39.76 RCW," if purchaser fails to make timely payment(s), Contractor may invoice for 1% per month on the amount overdue or a minimum of \$1.00. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with contract terms shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor.

Payment for materials or equipment received or for services rendered shall be made by warrant issued from the Washington State Treasury and redeemable in U.S. dollars. Unless otherwise indicated, the state's sole responsibility shall be to issue this warrant. Any bank or transaction fees or similar costs associated with currency exchange procedures shall be fully assumed by the contractor.

Payment term discounts effective for less than a 30-day period unless otherwise identified in bid/quote, will not be considered in the award of this bid.

Bidders are encouraged to offer a discount for prompt payment of invoice, which will be utilized in determining lowest responsive/responsible bidder. To be considered in the state's evaluation, period of entitlement must be 30 calendar days or greater. If bidder indicates no discount, the state will evaluate as net 30 days.

Please indicate your discount proposal on the offer page of this document. If awarded by the state, period of entitlement begins only after:

- Receipt of a properly completed invoice
- Receipt of all supplies, equipment or services ordered
- Satisfactory completion of all contractual requirements

QUALITY STANDARDS

Product or service specifications herein are intended solely to clearly describe type and quality and not to be restrictive. Trade reference specifications describe the type product thus far found to best meet agency functional requirements and provide the most economical use life under agency use situations. So as not to misrepresent the requirements herein, brands other than those specified will therefore be considered on the basis of whether at least equal in quality/performance. Failure to submit with bid complete documentation sufficient to establish products bid as at least equal may be grounds for rejection. By submitting bid, bidder expressly warrants product bid as at least equal in quality and performance. The state's acceptance of a product bid as an "equal" is conditioned on the state's inspection and testing after receipt. If, in the sole judgment of the state, the item is determined not to be an equal, the bid may be rejected or the product returned at bidder's expense and/or the contract canceled without any liability whatsoever to the state. Any bid containing a brand that is not of equal quality, performance or use specified must be represented as an "alternate" and not as an "equal"; failure to do so shall be sufficient reason to consider the bid non-responsive.

DETERMINATION OF RESPONSIBILITY

During bid evaluation, the state reserves the right to make reasonable inquiry to determine the responsibility of any bidder. Requests may include, but not be limited to, financial statements, credit ratings, references, record of past performance, on-site inspection of bidder's, or bidder's subcontractor's facilities. Failure to respond to said request(s) will be sufficient reason to consider the bid non-responsive.

During the contract term, should the contractor be determined to be in violation of federal, state, or local laws or regulations, the state reserves the right to modify its initial determination of responsibility at the time of award and to take other action as determined appropriate, including but not limited to termination of the contract.

AWARD FACTORS

Criteria: State contracts shall be awarded to the lowest responsible and responsive bidder subject to the preferences provided by law. Award criteria shall include all factors identified in RCW 43.19.1911 and the contractual requirements provided herein. No MWBE preference will be included in the evaluation of bids/proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids/proposals will not be rejected or considered non-responsive on that basis.

Rights Reserved subject to the provisions of RCW 43.19.1911, the state reserves the right to:

- Waive any informality.
- Reject any or all bids, or portions thereof. WAC 236-48-094 allows the state to "accept any portion of the items bid" unless the bidder stipulates all or nothing on the bid.

- Reissue an RFQ or negotiate under provisions outlined therein.
- Award on an all or none consolidated basis taking into consideration reduction in administrative costs as well as unit bid prices.

SUPPLIER REGISTRATION

Prior to award of a contract, any unregistered bidder may be required to complete a Supplier Registration Packet for placement on the state's supplier list.

CHANGES

No alteration in any of the terms, conditions, or contractual requirements herein shall be effective without the written consent of the Contract Administrator as evidenced by issuance by the state of a contract change notice.

ADDITIONS OR DELETIONS

The state reserves the right to add or delete items, agencies, or locations, as determined to be in the best interest of the state. Added items, agencies or locations will be related to those on contract and additions or deletions will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be by mutual agreement, will be at prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the Contract Administrator.

CONTRACT SUSPENSION

The state may at any time and without cause, suspend the contract or any portion thereof, for a period of not more than thirty (30) calendar days, by written notice to the Contractor. Contractor shall resume performance within fifteen (15) calendar days of written notice from the state.

BREACH, DEFAULT, TERMINATION

Breach: A breach of a term or condition of the contract shall mean any one or more of the following events: (1) Contractor fails to perform the services by the date required or by a later date as may be agreed to in a written amendment to the contract signed by the state; (2) Contractor breaches any warranty or fails to perform or comply with any term or agreement in the contract; (3) Contractor makes any general assignment for the benefit of creditors; (4) in the state's sole opinion, Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; (5) Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors; (6) any receiver, trustee, or similar official is appointed for Contractor or any of the Contractor's property; (7) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination, in the state's sole opinion renders the Contractor unable to perform any aspect of the contract.

Default: A Contractor may be declared in default for failing to perform a contractual requirement or for a material breach of any term or condition.

Termination for Convenience: The state may terminate this contract, in whole or in part, at any time and for any reason by giving thirty (30) calendar days written termination notice to Contractor. Termination charges shall not apply unless they are subsequently agreed upon by both parties. Where termination charges are applicable, both parties agree to negotiate in good faith and to limit the extent of negotiations to valid documented expenses incurred by Contractor prior to date of termination. Should the parties not agree to a satisfactory settlement, the matter may be subjected to mediation and/or legal proceedings.

Termination for Breach and/or Default: Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Contractor or of the Contractor's suppliers or subcontractors, the state shall be entitled, by written or oral notice, to cancel and/or terminate this contract in its entirety or in part for breach and/or for default of any of the terms herein and to have all other rights against Contractor by reason of the Contractor's

breach as provided by law.

Termination by Mutual Agreement: The state or the Contractor may terminate this contract in whole or in part, at any time, by mutual agreement with thirty (30) calendar days written notice from one party to the other.

Sanctions: Any violations of the mandatory provisions of this contract shall be a material breach of contract for which the contractor may be subject to a requirement of specific performance, or damages and sanctions provided by contract, or by applicable laws.

OPPORTUNITY TO CURE DEFAULT

Events: In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the state may issue a written or oral notice of default and provide a period of time in which Contractor shall have the opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. The state is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely by the state. The state may terminate the contract for nonperformance, breach, or default without allowing the opportunity to cure by the Contractor.

Remedies: If the nonperformance, breach or default remains after Contractor has been provided the opportunity to cure, the state may do one or more of the following:

- Exercise any remedy provided by law.
- Terminate this contract and any related contracts or portions thereof.
- Impose liquidated damages.
- Suspend Contractor from receiving future Invitations for Bid.

LEGAL FEES

The Contractor covenants and agrees that in the event suit is instituted by the purchaser for any nonperformance, breach or default on the part of the Contractor, and the Contractor is adjudged by a court of competent jurisdiction, he shall pay to the purchaser all costs, expenses expended or incurred by the purchaser in connection therewith, and reasonable attorney's fees.

FORCE MAJEURE

Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract.

Rights Reserved: The state reserves the right to cancel the contract and/or purchase materials, equipment, or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the state.

MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis

in response to this solicitation/invitation or as a subcontractor to a Bidder/Proposer. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids/proposals, no minimum level of MWBE participation shall be required as condition for receiving an award, and bids/proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. Bidders may contact OMWBE to obtain information on certified firms for potential subcontracting arrangements.

ESTABLISHED BUSINESS

To be considered responsive, contractor must, prior to commencing performance, or prior to that time if required by law or regulation (reference WAC Chapter 18.27), be an established business firm with all required licenses, bonding, facilities, equipment and trained personnel necessary to perform the work as specified in the bid solicitation. All bidders must have Federal Tax Identifier Number as required by IRS regulations and Uniform Business Identifier Number required by Department of Revenue (800) 647-7706. Questions regarding specific licenses should be directed to Department of Licensing at (360) 664-1400.

The state reserves the right to require proof of said requirements including business references within ten (10) calendar days from the date of request.

PROPRIETARY INFORMATION

Supplier should clearly identify any material that constitutes valuable formulae, designs, drawings, and research data claimed to be exempt from public disclosure RCW 42.17.310, along with a statement of the basis for such claim of exemption. Pricing and entire bid packages are not considered proprietary. The agency will give notice to the supplier of any request for disclosure of such information received within 5 (five) years from the date of submission. Failure to so label such materials or to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by the submitting supplier of any claim that such materials are, in fact, so exempt.

OSHA AND WISHA REQUIREMENTS

OSHA and WISHA requirements: Supplier agrees to comply with conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA) and, if manufactured or stored in the State of Washington, the Washington Industrial Safety and Health Act of 1973 (WISHA) Chapter 19.28 RCW and WAC 296-24 and the standards and regulations issued there under and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Supplier further agrees to indemnify and hold harmless purchaser from all damages assessed against purchaser as a result of supplier's failure to comply with the acts and standards there under, and for the failure of the items furnished under this order to so comply.

TRAINING

You may be required to call on the end-users to acquaint them with your product or service, provide necessary training, or discuss the compatibility of your equipment with existing equipment.

DEFAULT CHARGES

Default charge is defined as the cost to procure locally, or on the open market, the replacement of any rejected or undelivered contract item. Supplier is responsible for any price increase over bid price.

INSURANCE

General Requirements: Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the contract. Within fifteen (15) calendar days of receipt of notice of award, the Contractor shall furnish evidence in the form of a Certificate of Insurance satisfactory to the state

that insurance, in the following kinds and minimum amounts has been secured. Failure to provide proof of insurance, as required, will result in contract cancellation.

Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor.

Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

Specific Requirements:

Employers Liability (Stop Gap): The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The state will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

Commercial General Liability Insurance: The Contractor shall at all times during the term of this contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness, and death and property damage arising out of the Contractor's premises/operations, independent contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) conditions.

Contractor waives all rights against the State for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

General Aggregate Limits (other than products-completed operations)	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury Aggregate	\$1,000,000
Each Occurrence (applies to all of the above)	\$1,000,000
Fire Damage Limit (per occurrence)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000

Business Auto Policy (BAP): In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Additional Provisions: Above insurance policies shall include the following provisions:

Additional Insured: The State of Washington and all authorized contract users shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

Notice of policy(ies) cancellation/non-renewal: For insurers subject to RCW 48.18 (Admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the State forty-five (45) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract.

For insurers subject to RCW 48.15 (Surplus Lines) a written notice shall be given to the State twenty (20) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract.

If cancellation on any policy is due to non-payment of premium, the State shall be given a written notice ten (10) calendar days prior to cancellation.

Identification: Policy(ies) and Certificates of Insurance must reference the state's bid/contract number. Insurance Carrier Rating: The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Risk Manager for the State of Washington, by submitting a copy of the contract and evidence of insurance before contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with RCW 48.15 and WAC 284-15.

Excess Coverage: The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

State of Washington
Department of Labor and Industries
Prevailing Wage Section – Telephone (360) 902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage Rates

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, workers' wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements is provided on the Benefit Code Key.

BUILDING SERVICE EMPLOYEES

Effective 09-02-09

Chelan County

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
JANITOR	\$8.55	1		
SHAMPOOER	\$11.14	1		
WAXER	\$8.55	1		
WINDOW CLEANER	\$9.14	1		

OVERTIME CODES

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

NOTE: The above prevailing wage chart may not reflect the current prevailing wage rates in your county. Bidders should contact or logon to the Department of Labor & Industries website www.lni.wa.gov/PrevailingWage/jwages/20072/Buil.asp for the current rates.

Bidder's Name _____

RETURN WITH QUOTATION: _____

REFERENCES

Bidder must provide a minimum of three (3) references in which the bidder has performed building maintenance/janitorial services within the past twelve (12) months of quote due date. **Failure to provide this information shall form the basis to reject quotation.**

Please provide the name of company/agency, address, point-of-contact (POC), and phone number below for all reference letters attached.

1. _____	2. _____
_____	_____
_____	_____
_____	_____
3. _____	4. _____
_____	_____
_____	_____
_____	_____

DOC MAY CONTACT THE ABOVE REFERENCES.

I _____ authorize the above references to release information
(Print)
to the Department of Corrections (DOC) regarding janitorial services provided by my company.

(Signature) DATE _____

Prevailing Wage Requirements/Breakdown of Monthly Pricing Quoted.

Bidder must fill out the information below and return with quote.

Reference: Attachment I, this Quotation, Prevailing Wages

My firm is subject to provisions of RCW 39.12 (Prevailing Wage Requirements).

No _____ Yes _____ Large Business

No _____ Yes _____ Small Business (XXXXXX)

No _____ Yes _____ Sheltered Workshop (Partial)

No _____ Yes _____ Exempt (Owner/Operator) **NOTICE:** If you hire an employee(s) for the purpose of completing the requirements of this quotation, **you are no longer exempt and must pay prevailing wage to that employee(s).**

Unless exemption is claimed above, bidder hereby certifies by submission of a quote that applicable prevailing wages will be paid to employees as a result of a contract being awarded to bidder's company. **Failure to pay prevailing wage when required can result in contract being terminated for breach.**

Bidders are asked to provide a breakdown of monthly costs on front page as follows:

- Labor \$ _____/Month
- Supplies \$ _____/Month
- Overhead* \$ _____/Month
- Profit \$ _____/Month
- TOTAL \$ _____/Month (Must equal quoted price on front page of quote)

*Overhead should include the cost for Insurance as required in Special Terms and Conditions (ST&C) Attachment G.16.

NOTE: Do not include carpet steam cleaning costs in the above. Successful bidder will be required to submit a list of all cleaning products used in the cleaning of the Facility with the associated Material Safety Data Sheets (MSDS) to the Site Coordinator upon notification of contract award. Contractor is strongly encouraged to use Green Seal Certified cleaning products.

List the number of staff you intend to use in the performance of services for this contract and how many hours you estimate your staff will spend cleaning the Facility.

_____ Supervisor(s) _____ Hrs. /Per Day

_____ Lead Worker(s) _____ Hrs. /Per Day

_____ Worker(s) _____ Hrs. /Per Day

List the number of substitute supervisors, lead workers, and workers that will be available to this Facility due to illness, vacation, etc.

_____ Supervisor(s) _____ Lead Worker(s) _____ Worker(s)

NOTE: All employees of the Contractor or subcontractor directly involved with delivery of janitorial services for the Facility and who must perform these duties/responsibilities within the confines of this Facility will be required to successfully pass a criminal history check conducted by the Department of Corrections (DOC) as a prerequisite for access to the Facility. Contractor/Subcontractor employees must also report any contact(s) or relationship(s) with any DOC offender or person under DOC supervision. Such report(s) must be made to the DOC Site Coordinator within 72 hours of notice of contact and/or upon learning of the contact(s) or relationship(s), and will be evaluated by the DOC for approval.

Company _____

Date Completed _____

Signature _____
(Individual Signing Quotation)